



Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES
Department of
Agricultural Commissioner/
Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

Robert G. Atkins
Chief Deputy

May 16, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO WEED ABATEMENT
CONTRACTS 74909 AND 75301 WITH KPS PROPERTY MAINTENANCE
FISCAL YEAR 2006-2007
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the attached Amendments to Contracts 74909 and 75301 with KPS Property Maintenance to increase the contract sum of each agreement, effective July 1, 2006 through June 30, 2007.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential fire prevention services throughout the unincorporated areas of the County and contract cities.

The success of the weed abatement program depends on the timely abatement of fire hazards posed by weeds and brush. An integral part of the annual program requires the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

This season's climatic conditions and resulting heavy weed growth have necessitated this request for additional vendor handwork. Therefore, we are asking that the Board approve the following amendments to vendor contracts:

The Honorable Board of Supervisors
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Contract 74909, KPS Property Maintenance, weed abatement handwork, from \$89,000 to \$122,750.

Contract 75301, KPS Property Maintenance, brush abatement handwork, from \$63,000 to \$76,500.

The total increase in contract authority is \$47,250.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4) and Community Services (Goal 6).

The use of vendors allows the ACWM to provide an efficient, cost-effective response to the seasonal workload demands of hazardous weed, brush and tumbleweed abatement.

FISCAL IMPACT/FINANCING

These contracts are 100% revenue offset and there is no increase in ACWM's net county cost. The contract increases are fully-offset by anticipated weed abatement revenue through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the terms of the contracts, they may be extended two times upon mutual agreement. For Fiscal Year 2006-2007, Contract 74909, originally awarded on June 15, 2004, will be in its third year and Contract 75301, originally awarded on June 7, 2005, will be in its second year of a maximum three-year contract. If approved, the Amendments to the Contracts will increase the total contract amounts.

ACWM has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Amendments.

The Amendments have been reviewed by County Counsel and are approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will enable the ACWM to abate the present hazardous conditions through the end of the 2006-2007 fiscal year.

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CONCLUSION

When approved, ACWM requires one (1) signed copy of the Amendments and minute order of the Board's action.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:RGA:RS:cm
Amend2006_2007ltr.new

Attachments (2)

c: Chief Administrative Officer
County Counsel
Auditor-Controller

WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.
4 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
5 upon mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
9 in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
13 requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service to
17 be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
22 employee or agent with the intent of securing the Agreement or securing favorable treatment with

1 respect to the award, amendment or extension of the Agreement or the making of any determinations
2 with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such
3 termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it
4 could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such
6 improper consideration. The report shall be made either to the County manager charged with the
7 supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800)
8 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants in
14 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
15 General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications
16 for the open position. The COUNTY will refer GAIN/GROW participants by job category to the
17 CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor.
20 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant,
21 employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

22 ///

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
9 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations
10 or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
14 all liability and expense, including defense costs and legal fees, arising from or connected with claims
15 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
16 or its services, which result from bodily injury, death, personal injury, or property damage (including
17 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
18 liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Chief Administrative Services, Department of Agricultural Commissioner/Weights and
4 Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under
5 this Agreement, shall specifically identify this Agreement, and shall contain the express condition that
6 COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any
7 modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations, broad
15 form property damage, and personal injury with a combined single limit of not less than
16 \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three times the
18 above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to provide
20 an extended two year reporting period commencing upon termination or cancellation
21 of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with

1 a combined single limit of not less than \$300,000 per occurrence.

2 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
3 of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000
4 limit, covering all persons the CONTRACTOR is legally required to cover.

5 C. Performance Surety: Such surety may be provided by one of the following forms and
6 conditioned upon faithful performance and satisfactory completion of services by
7 CONTRACTOR.

8 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon
9 demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

10 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

11 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
12 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following
13 circumstances:

- 14 1. If CONTRACTOR fails to perform the service within the specified time or any extension
15 thereof: or
- 16 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so
17 fails to make progress as to endanger performance of the Agreement in accordance with
18 its terms, and in either of these two circumstances does not cure such failure within a
19 period of ten (10) calendar days (or such longer period as the COUNTY may authorize in
20 writing) after receipt of notice from specifying such failure

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1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
2 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
3 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
4 COUNTY for any excess costs for such similar services.

5 13. ADDITIONAL TERMINATION PROVISIONS

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
7 this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
9 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
10 its debts as they become due, whether he has committed an act of bankruptcy or not, and
11 whether insolvent within the meaning of the Federal Bankruptcy law or not;
- 12 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 13 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 14 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 15 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
16 14 days.

17 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
18 in addition to any other rights and remedies provided by law or under this Agreement.

19 14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

20 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
21 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
22 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has

1 secured and retained all required documentation verifying employment eligibility of its subject
2 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
3 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
4 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
5 assessed against COUNTY or CONTRACTOR.

6 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
7 **COMPLIANCE PROGRAM"**

8 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
9 who benefit financially from COUNTY through contract are in compliance with their court-ordered
10 child, family and spousal support obligations in order to mitigate the economic burden otherwise
11 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
12 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
13 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
14 and shall during the term of this contract maintain compliance with employment and wage reporting
15 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
16 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
17 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
18 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
19 5246(b).

20 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

22 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.

"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT

COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

1 **24. MAXIMUM CONTRACT AMOUNT**

2 COUNTY'S maximum obligation under this Agreement is **\$122,750.00** including all fees and
3 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
4 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort by
5 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
6 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
7 amount in the event additional services from the CONTRACTOR are required.

8 Any other change effecting the scope of work, price or other terms and conditions under this agreement
9 must be approved by the County Board of Supervisors or Agricultural Commissioner.

10 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
11 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
12 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
13 Agricultural Commissioner at the address herein provided in paragraph 11.

14 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

15 A. Responsible Contractor

- 16 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
17 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform
18 the Contract. It is the COUNTY'S policy to conduct business only with responsible
19 Contractors.

20 B. Chapter 2.202 of the County Code

- 21 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
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1 County Code, if the COUNTY acquires information concerning the performance of the
2 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
3 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
4 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
5 not to exceed three (3) years, and terminate any or all existing Contracts the
6 CONTRACTOR may have with the COUNTY.

7 C. Non-responsible Contractor

8 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
9 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
10 the COUNTY, (2) committed any act or omission which negatively reflects on the
11 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
12 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
13 committed an act or offense which indicates a lack of business integrity or business honesty, or
14 (4) made or submitted a false claim against the COUNTY or any other public entity.

15 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
16 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
17 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
18 before the Contractor Hearing Board.

19 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment
20 is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given
21 an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing
22 Board shall prepare a proposed decision, which shall contain a recommendation regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest: Sachi A. Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____

Date _____

By _____
Deputy

Address _____

APPENDIX A
 KPS Property Maintenance
 WEED ABATEMENT HANDWORK CONTRACT
 (July 1, 2005 through June 30, 2006)
 Second Year

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6, Section I	5,000 units	\$2.50	\$12,500.00
Zone 7, Glendale Only	30,000 units	\$2.00	\$60,000.00
Zone 8	7,500 units	\$2.20	\$16,500.00
Total Amount of Contract Awarded			<u>\$89,000.00</u>

KPS Property Maintenance
WEED ABATEMENT HANDWORK CONTRACT AMENDMENT
(July 1, 2006 through June 30, 2007)
Third Year

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6, Section I	7,500 units	\$2.50	\$17,750.00
Zone 7, Glendale Only	30,000 units	\$2.00	\$60,000.00
Zone 8	20,000 units	\$2.20	\$44,000.00
Total Amount of Contract Awarded			<u>\$122,750.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specificaitons, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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2. **TERM OF AGREEMENT**

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CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to Agricultural Commissioner at the address herein provided in paragraph 11.

3. **CONTRACTOR OBLIGATIONS**

CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to paragraph 1.5 of the General Specifications. The COUNTY guarantees no minimum service requirement during the term of this agreement.

4. **BILLING AND PAYMENT**

CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of service to be provided, are itemized in attached Appendix A.

5. **TERMINATION FOR IMPROPER CONSIDERATION**

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

4 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
5 such improper consideration. The report shall be made either to the County manager charged with
6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
7 at (800) 544-6861.

8 Among other items, such improper consideration may take the form of cash, discounts, service, the
9 provision of travel or entertainment, or tangible gifts.

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

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18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
20 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

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1 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
2 of COUNTY.

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4 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
5 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
6 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
7 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
8 regulations or ordinances.

9 **10. INDEMNIFICATION**

10 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
11 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
12 and all liability and expense, including defense costs and legal fees, arising from or connected with
13 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
14 operations or its services, which result from bodily injury, death, personal injury, or property damage
15 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
16 indemnify for liability and expense arising from the active negligence of the COUNTY.

17 **11. INSURANCE**

18 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
19 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
20 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
21 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
22 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
delivered to Chief Administrative Services, Department of Agricultural Commissioner/Weights and

Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

1 C. Performance Surety: Such surety may be provided by one of the following forms and
2 conditioned upon faithful performance and satisfactory completion of services by
3 CONTRACTOR.

- 4 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
5 upon demand and in an amount not less than \$500 per contract, but not to exceed
6 \$1,000.

7 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

8 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
9 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
10 following circumstances:

- 11 1. If CONTRACTOR fails to perform the service within the specified time or any
12 extension thereof: or
13 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
14 or so fails to make progress as to endanger performance of the Agreement in
15 accordance with its terms, and in either of these two circumstances does not cure
16 such failure within a period of ten (10) calendar days (or such longer period as the
17 COUNTY may authorize in writing) after receipt of notice from specifying such
18 failure.

19 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
20 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
21 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
22 to COUNTY for any excess costs for such similar services.

13. ADDITIONAL TERMINATION PROVISIONS

1 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
2 terminate this Agreement in the event of the occurrence of any of the following:

- 3 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
4 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
5 cannot pay its debts as they become due, whether he has committed an act of
6 bankruptcy or not, and whether insolvent within the meaning of the Federal
7 Bankruptcy law or not;
- 8 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 9 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 10 4. The execution by the CONTRACTOR of an assignment for their benefit of
11 creditors;
- 12 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
13 within 14 days.

14 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
15 are in addition to any other rights and remedies provided by law or under this Agreement.

16 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

17 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
18 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
19 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
20 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

21 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
22 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify

CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the

regular business hours to verify compliance with these provisions when so requested by the COUNTY.

- C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.
- D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any

1 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall
2 indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which
3 may be assessed against COUNTY or CONTRACTOR.

4 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

5 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
6 who benefit financially from COUNTY through contract are in compliance with their court-ordered
7 child, family and spousal support obligations in order to mitigate the economic burden otherwise
8 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
9 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
10 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in
11 compliance and shall during the term of this contract maintain compliance with employment and
12 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
13 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
14 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
15 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
16 Family Code Section 5246(b).

17 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

18 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
19 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
20 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
21 Without limiting the rights and remedies available to COUNTY under any other provision of this
22 contract, failure to cure such default within 90 days of notice by the Los Angeles County District

1 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
2 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

3 **22. COUNTY'S QUALITY ASSURANCE PLAN**

4 The County or its agent will evaluate Contractor's performance under this agreement on not less than
5 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
6 terms and performance standards. Contractor deficiencies which County determines are severe or
7 continuing and that may place performance of the agreement in jeopardy if not corrected will be
8 reported to the Board of Supervisors. The report will include improvement/corrective action
9 measures taken by the County and Contractor. If improvement does not occur consistent with the
10 corrective action measures, County may terminate this agreement or impose other penalties as
11 specified in this agreement.

12 **23. CONTRACT DOCUMENT INCORPORATED**

13 The Contract entered in by this Agreement consists of the following Contract documents, all of
14 which are component parts of the Contract as if herein set out in full or attached hereto:

15 Invitation for Bids (IFB) dated February 2005
16 Bid Award Letter

17 All of the above-named contract documents are intended to be complementary. Work required by
18 one of the above-named contract documents and not by other shall be done as if required by all.

19 **24. MAXIMUM CONTRACT AMOUNT**

20 COUNTY'S maximum obligation under this Agreement is **\$76,500.00** including all fees and
21 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
22 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total

contract amount in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in paragraph 11.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or being awarded, and/or performing work on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

1 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
2 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
3 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
4 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
5 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
6 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
7 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
8 other public entity.

9 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
10 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed
11 debarment and will advise the CONTRACTOR of the scheduled date for a debarment
12 hearing before the Contractor Hearing Board.

13 E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed
14 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
15 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
16 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
17 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
18 appropriate length of time of the debarment. The Contractor and the Department shall be
19 provided an opportunity to object to the tentative proposed decision prior to its presentation
20 to the Board of Supervisors.

21 F. After consideration of any objections, or if no objections are submitted, a record of the
22 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix C of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest: Sachi A. Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By _____
Deputy

Company Name

By _____

Date _____

Address _____

APPENDIX A

KPS Property Maintenance
 WEED ABATEMENT BRUSH HANDWORK CONTRACT
 (July 1, 2005 through June 30, 2006)
 First Year

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 1, Item 1	6,000 units	\$ 8.00	\$48,000.00
Zone 8	1,500 units	\$10.00	\$15,000.00
Total Amount of Contract Awarded			<u>\$63,000.00</u>

KPS Property Maintenance
 WEED ABATEMENT BRUSH HANDWORK CONTRACT AMENDMENT
 (July 1, 2006 through June 30, 2007)
 Second Year

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 1, Item 1	7,500 units	\$ 8.00	\$60,000.00
Zone 8	1,650 units	\$10.00	\$16,500.00
Total Amount of Contract Awarded			<u>\$76,500.00</u>